

**TO:** Mayor and Board of Trustees  
**FROM:** Village Administrator Steve Stricker and Staff  
**SUBJECT:** Regular Meeting of May 28, 2013  
**DATE:** June 10, 2013

**PLEDGE OF ALLEGIANCE – Maggie Callanan, Gower Middle School (rescheduled from May 13 meeting)**

**6. ORDINANCES**

- A. Special Use (Z-16-2012: 150 Burr Ridge Parkway – Chase)**
- B. Variation (Z-16-2012: 150 Burr Ridge Parkway – Chase)**

Attached are the Ordinances granting special use approval for a bank with drive through facilities and for a zoning variation to reduce the required 40 foot front yard setback. The subject property is located at 150 Burr Ridge Parkway. The Plan Commission recommended approval of the special use and variation. At its November 26, 2012, meeting the Village Board directed staff to prepare the attached Ordinances.

**It is our recommendation:** that the Ordinances be approved.

- C. Amend Zoning Ordinance (Z-16-2012: Bank Drive-Thru Text Amend)**

Attached is an Ordinance amending the Zoning Ordinance to modify the required stacking for drive through facilities for banks. The existing regulations require six stacking spaces for each drive through lane. Based on a traffic study provided by Chase Bank and a review of regulations from other Villages in the area, it was determined that three stacking spaces per lane was sufficient. This amendment applies only to banks.

**It is our recommendation:** that the Ordinance be approved.

- D. Conditional Sign Approval (S-05-2012; 150 Burr Ridge Parkway – Chase)**

Attached is an Ordinance granting conditional sign approval and sign variations for the proposed Chase Bank at 150 Burr Ridge Parkway. The sign package includes a shopping center sign designed to match the Village's downtown monument sign, three wall signs and a variety of directional signs. All of the directional signs comply with the Sign Ordinance. Conditional sign approval is required for the shopping center sign. Variations are required for the wall signs to allow more than one sign and for the total sign area exceeding 100 square feet (four wall signs with a combined area of approximately 200 square feet was requested). As directed by the Village Board at their November 26, 2012 meeting, the Ordinance requires that all of the signs be back lit, opaque letters.

**It is our recommendation:** that the Ordinance be approved.

## 7. RESOLUTIONS

### A. **Chase Bank Agreement – Fee in Lieu of Sales Tax**

Based on discussion at the May 13 Board meeting, both the Village Attorney and I attempted to reach out to Mr. Halikias and his attorney to determine whether or not they were willing to re-open negotiations concerning the Fee in Lieu of Sales Tax Agreement and/or whether they would agree to increase the LOC from \$100,000 to \$240,000. It was clear from our conversations that the owner is not willing to negotiate further. However, in a gesture of good faith, they have agreed to make the following changes:

1. If during the term of this Agreement, the Beneficiary dissolves, liquidates or otherwise ceases to exist, or enters bankruptcy or makes an assignment for the benefit of creditors, or if the Beneficiary or the Trustee sell or otherwise convey their ownership of the Property, then there shall be immediately due and payable to the Village the sum of \$240,000 less all Village Contribution Amounts paid in prior years under this Agreement.
5. In exchange for the promises in this Agreement made to the Owner by the Village, including but not limited to the right to notice and cure granted to Tenant in Paragraph 2, the Owner hereby expressly waives any defense that its obligations under this Agreement are not enforceable by the Village for lack of consideration, or for lack of municipal authority to enter into this Agreement.

In addition, Mr. Halikias and Chase have agreed to changes to their ground lease. There is language in the new Section 3.9 that outlines the respective rights and obligations of the Landlord and the Tenant to each other relative to the annual contribution to the Village: the Landlord agreed (is compelled) with the Tenant to make the contribution to the Village; the Tenant agrees to reimburse the Landlord that same amount. The amendment does not include the Village as a party, and does not reference the Village with the provision that the Landlord is “compelled” to make payments to the Village; rather the provision is a promise from the Landlord to the Tenant to pay the extra amount of \$12,000 per year over to the Village.

These changes have been incorporated into the agreement, a draft of which is enclosed. The draft has been reviewed by Village Attorney Scott Uhler and it is anticipated that the Village will receive originals of the new agreement signed by both Chase Bank and Mr. Halikias prior to Tuesday evening. Once again, although the agreement does not include everything we may have wanted, it is the best agreement that could be negotiated. In addition, please be reminded that the fee in lieu agreement is voluntary and the Village has no right to demand or require any specific provisions therein.

**It is my recommendation:** that the enclosed Resolution be adopted and that the Mayor be authorized to sign the agreement.

## 8. CONSIDERATIONS

### A. Offer to Purchase Pump Center Property

The Village has received an offer from Pulte Group to purchase the 8.5-acre Pump Center property located at 11680 German Church Road for the asking price of \$2,445,000. Pulte has indicated a desire to purchase our property and the property to the east to build a Savoy Club-style cluster home development at the same density and using the same home styles. As of this date, no formal site plan has been submitted.

The purpose of this discussion is to determine if the Board would be willing to approve a contract for sale of the property contingent upon a successful passage of the necessary zoning to allow for a project of this type. Obviously, the developer cannot move forward to the Plan Commission until they secure an interest in the property they seek to develop. Also, it should be obvious that the Village cannot pre-determine the approval of the proposed development, and must wait until the public hearing process held by the Plan Commission is completed, before determining whether or not this development is suitable for the Village.

Attached for your information please find the Resolution declaring this Village property surplus, along with the draft of the contract rider that Pulte has proposed. Please be aware that the Village Attorney has reviewed this rider and has already indicated that several changes will need to be made.

**It is our recommendation:** that the Board accept the offer from Pulte Group to purchase the Pump Center property in the amount of \$2,445,000 and to direct the Village Attorney to negotiate a contract satisfactory to the Village that will be contingent on the successful passage of the necessary zoning to allow for the development of a cluster home project similar to the Savoy Club development.

### B. Audience Section of Agenda

This item has been placed on the agenda to allow discussion concerning the Audience portion of the agenda and to determine if the Board would like to amend Chapter 2 of the Village Code to specifically define how the Audience portion of the meeting should be structured. Village Attorney Scott Uhler in his attached report has indicated that the Board has flexibility in:

1. Limiting the first Audience comment period to residents only.
2. Limiting the first Audience comment period to issues pertaining to the agenda only.
3. Limiting individual comments to a specific time limit, i.e., five minutes.

Board direction is requested.

### C. Purchase Replacement In-Car Cameras

A five-year replacement program was created during the FY 11/12 Budget,

commencing in FY 12/13, to replace two in-car video systems per year. The Department's current video hardware in the patrol vehicles is approximately seven years old and is not reliable. The new patrol car video camera technology uses advanced hard drive data storage with wireless data transfer to a video server located in the police facility. The vendor for the hardware purchase is L3 Mobile-Vision, Inc. This vendor was chosen based upon research of multiple vendors by then Deputy Chief Vaclav as well as interviews with neighboring police departments that use L3 Mobile-Vision Cameras in their patrol vehicles. Of the numerous manufacturers of police mobile video hardware, L3 Mobile-Vision is rated the highest in dependability, quality of video capture, and service.

The FY 13-14 Police Department Budget includes \$13,000 for the purchase of two complete L3 Mobile-Vision In-Car Video systems and related equipment. It is our recommendation to continue the replacement plan in FY 13-14 and purchase two L3 Mobile Vision systems for a grand total of \$12,890 (total includes \$100 S&H).

**It is our recommendation:** that the recommendation to purchase two in-car video systems and related equipment be approved.

**D. Request for Hotel/Motel Tax Funds – Burr Ridge Park District**

Enclosed is a letter from Jim Pacanowski, Director of Parks and Recreation for the Burr Ridge Park District, requesting our annual contribution toward the Park District's Harvest Fest event. \$1,000 has been placed in the Hotel/Motel Tax Fund Budget for this purpose.

**It is our recommendation:** that the request from the Burr Ridge Park District for a contribution toward its Harvest Fest event in the amount of \$1,000 from the Hotel/Motel Tax Fund be approved.

**E. Request for Hotel/Motel Tax Funds – I & M Canal Dues**

Enclosed is a letter from David "Ned" Capouch, Chairman of the I & M Canal National Heritage Corridor Civic Center Authority Board, requesting the annual dues contribution in the amount of \$2,900. \$3,000 has been placed in the Hotel/Motel Tax Fund Budget for this purpose.

**It is our recommendation:** that the request from the I & M Canal National Heritage Corridor for dues in the amount of \$2,900 be approved.

**F. Retirement Letter from Sgt. Joseph Farrar**

Enclosed is a letter from Sergeant Joseph Farrar announcing his retirement from the Burr Ridge Police Force effective August 2, 2013.

**It is our recommendation:** that the retirement letter from Sgt. Joseph Farrar be received and filed.

**G. Authorize BFPC regarding Promotions and Hiring**

Due to the retirement of Sgt. Joe Farrar, an opening will exist in the rank of Sergeant. The promotion of a Corporal to fill this vacancy will then create a vacancy in the rank of Corporal, which, when filled, will in turn create an opening in the Patrol Officer force.

**It is our recommendation:** that the Board of Fire and Police Commissioners be authorized to fill the vacant position in the rank of Sergeant, as well as the corresponding vacancy that will occur in the rank of Corporal, and to hire a replacement officer to fill the subsequent vacancy in the Patrol Officer force.

**H. FY 2012-13 Vendor List**

Enclosed is the FY 2012-13 Vendor List in the amount of \$137,667.17 for all funds, which includes the following special expenditure:

- \$47,799 to Freeway Ford Truck Sales for replacement vehicle Ford F350 for the Forestry Division

**It is our recommendation:** that the FY 12-13 Vendor List be approved.

**I. FY 2013-14 Vendor List**

Enclosed is the FY 2013-14 Vendor List in the amount of \$193,664.60 for all funds, plus \$186,229.06 for payroll, for a grand total of \$379,893.66, which includes the following special expenditures:

- \$29,682.50 to US Bank for 2003 GOB interest for June
- \$51,931.25 to US Bank for Debt Certificate 2012 interest (Police facility construction)

**It is our recommendation:** that the FY 13-14 Vendor List be approved.